



**TOWN OF REDINGTON BEACH  
BOARD REGULAR MEETING AGENDA  
WEDNESDAY, June 6, 2018  
6:30 P.M.**

**Town Hall**

**Assembly Hall**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.

**6. REPORTS**

|                     |                           |
|---------------------|---------------------------|
| Public Safety       | Commissioner Kornijtschuk |
| Building            | Vice Mayor Will           |
| Public Works/Parks  | Commissioner Steiermann   |
| Finance             | Commissioner Dorgan       |
| Mayor               |                           |
| Town Clerk          |                           |
| Attorney Daigneault |                           |
| Boards & Committees |                           |

**7. CONSENT AGENDA**

- A. Board Regular Meeting Minutes, May 16, 2018**
- B. Bill list ending for Day Ending June 1, 2018**
- C. World Elder Abuse Awareness Day**

**8. OLD BUSINESS**

- A. Final Reading of Ordinance 2018-03: An Ordinance of the Town of Redington Beach, Florida, amending Chapter 13 of the Town Code; confirming the Public's Long-Standing Customary Use of the dry sand areas and of the Town's Beaches, clarifying which uses are permitted and prohibited for members of the public on the dry sand areas of the beach that are owned by private entities; providing for a buffer area around private permanent structures; providing for relocation of beach related regulations; providing for**



enforcement; making related findings; providing for codification, severability, and an effective date.

- B. Resolution 2018-05: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, entering into an Agreement for Law Enforcement Services with Bob Gultieri, "Sheriff" Pinellas County and providing for an effective date.**

**9. NEW BUSINESS**

- A. Land Use Attorney**

**10. OTHER BUSINESS**

**11. ADJOURNMENT**

**Note:** The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 7:00 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

**Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.**

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S. 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



TOWN OF REDINGTON BEACH, FLORIDA  
BOARD REGULAR MEETING MINUTES  
Wednesday, May 16<sup>th</sup>, 2018  
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, May 16<sup>th</sup>, 6:30 p.m.**, in Redington Beach Town Hall at 105 164<sup>th</sup> Avenue, Redington Beach Florida.

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Mayor Simons called the **Regular Meeting** to order and led the pledge of allegiance.

**Roll Call**

|                           | Present | Absent |
|---------------------------|---------|--------|
| Commissioner Dorgan       | X       |        |
| Commissioner Kornijtschuk | X       |        |
| Vice Mayor Will           | X       |        |
| Commissioner Steiermann   | X       |        |
| Mayor Simons              | X       |        |
| Town Attorney Daigneault  | X       |        |
| Deputy Clerk Nieves       | X       |        |

**Agenda:** A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Will to approve the agenda. Motion passed with all ayes.

**Public Forum:** None

**REPORTS**

Public Safety

- Nothing to Report

Building

- Nothing to Report

Public Works

- Nothing to Report

Finance

- Commissioner Dorgan reported investments are doing well.

Mayor

- Nothing to Report

Town Clerk

- Thanked the Park Board for providing lunch to Town staff on May 7<sup>th</sup>.

Town Attorney

- Nothing to Report

Boards and Committees

- None

**CONSENT AGENDA**

- A. Board Regular Meeting Minutes, May 2, 2018**
- B. Bill List for Day Ending May 11, 2018**
- C. International AIDS Candlelight Memorial**

A motion by Commissioner Dorgan and seconded by Vice Mayor Will to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

**OLD BUSINESS** None

**NEW BUSINESS**

- A. Park Board Appointment** A motion by Commissioner Dorgan and seconded by Commissioner Kornijtschuk to re-appoint Jill Gallego to a 2 year term. Motion passed with all ayes.
- B. First Reading of Ordinance 2018-03: An Ordinance of the Town of Redington Beach, Florida, amending Chapter 13 of the Town Code; confirming the Public's Long-Standing Customary Use of the dry sand areas and of the Town's Beaches, clarifying which uses are permitted and prohibited for members of the public on the dry sand areas of the beach that are owned by private entities; providing for a buffer area around private permanent structures; providing for relocation of beach related regulations; providing for enforcement; making related findings; providing for codification, severability, and an effective date.** Attorney Daigneault read the Ordinance by title only. Connor Donovan, of Tarpon Springs, a student enrolled in Public Policy and Administration at St. Petersburg College asked to address the commission regarding the Ordinance and that he was in favor of the Ordinance. Resident Jackie Chapman asked for clarification of certain ideas presented in the Ordinance. Resident Peggy Kelleher opposed the Ordinance. A motion by Vice Mayor Will and seconded by Commissioner Steiermann to accept Ordinance 2018-03.

|                           | Motion | Second | Aye | Nay | Absent |
|---------------------------|--------|--------|-----|-----|--------|
| Commissioner Dorgan       |        |        | X   |     |        |
| Commissioner Kornijtschuk |        |        | X   |     |        |
| Vice Mayor Will           | X      |        | X   |     |        |
| Commissioner Steiermann   |        | X      | X   |     |        |
| Mayor Simons              |        |        | X   |     |        |

- C. Beach Parking** Commissioner Steiermann proposed adding signs which indicate parking is by resident decal only, to be placed on 155<sup>th</sup> Avenue through 164<sup>th</sup> Avenue, the length of the Town, from the east side of Gulf Blvd. to 2<sup>nd</sup> St. E. The penalty will be fines up to \$50. Several residents

spoke in favor of restricting parking at private residences. Commission consensus is to direct Town attorney to draw up an Ordinance.

#### **OTHER BUSINESS**

Commissioner Steiermann proposed hiring a Land Use attorney to advise the Town about both the Short Term Rental issue and HB-631, Beach Access. Commission members discussed the proposal. Consensus is that they will review the list of attorneys presented by Attorney Daigneault in 2017 and, after determining the scope of work, choose from that list at the next Commission meeting.

With no further business, a motion was made by Vice Mayor Will and seconded by Commissioner Kornijtschuk to adjourn. Regular meeting was adjourned at 7:39p.m.

**Adopted: June 6, 2018**

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Adriana Nieves, Deputy Town Clerk

# Proclamation

TOWN OF REDINGTON BEACH, FLORIDA

OFFICE OF THE MAYOR

## WORLD ELDER ABUSE AWARENESS DAY

**Whereas**, Florida's seniors are valued members of society and it is our collective responsibility to ensure that they live safe lives; and

**Whereas**, it is recognized nationally that every year 1 in 10 older Americans are victims of elder abuse, neglect, or exploitation.

**Whereas**, nationally, with every reported case of abuse, neglect, and exploitation there are 24 that go unreported; and

**Whereas**, abuse of older people is a tragedy inflicted against vulnerable seniors, and is an ever-increasing problem that crosses all socio-economic boundaries in today's society; and

**Whereas**, combating abuse and the empowerment of older people will help improve the quality of life for all seniors across this state and will allow seniors to continue to live as independently as possible, adding to their lives and vibrancy; and

**Whereas**, seniors should be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers, and important and active members of society; and

**Whereas**, we are all responsible for building safer communities for Florida's seniors; and

**Whereas**, we are all required to report elder, abuse, neglect, and exploitation when we are even suspicious of any activity; and

**Whereas**, the welfare of seniors is in the best interest of all citizens and further adds to the well-being of our communities;

NOW, THEREFORE, I Mayor Simons, do hereby proclaim and request all residents of Redington Beach recognized June 15, 2018 as World Elder Abuse Awareness Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Redington Beach to be affixed, this 15<sup>th</sup> Day of June, in the year two thousand eighteen.

Dated this 6<sup>th</sup> Day of June, 2018

\_\_\_\_\_  
Mayor Nick Simons

## **Town of Redington Beach**

### **ORDINANCE NO. 2018 -03**

**AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, AMENDING CHAPTER 13 OF THE TOWN CODE; CONFIRMING THE PUBLIC'S LONG-STANDING CUSTOMARY USE OF THE DRY SAND AREAS OF THE TOWN'S BEACHES, CLARIFYING WHICH USES ARE PERMITTED AND PROHIBITED FOR MEMBERS OF THE PUBLIC ON THE DRY SAND AREAS OF THE BEACH THAT ARE OWNED BY PRIVATE ENTITIES; PROVIDING FOR A BUFFER AREA AROUND PRIVATE PERMANENT STRUCTURES; PROVIDING FOR RELOCATION OF BEACH-RELATED REGULATIONS; PROVIDING FOR ENFORCEMENT; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, after the United States acquired Florida from Spain in the early 1800's, the lands under the navigable waters, including the shores, were held by the United States for the benefit of the people; and

**WHEREAS**, when Florida gained statehood, it was granted authority to hold, in its sovereign capacity, title to the beds of navigable waters, including the shore and the space between high and low water marks, in trust for the people of the state, who have rights of navigation, commerce, fishing, boating and other public uses; and

**WHEREAS**, the Town of Redington Beach (the Town) was incorporated as a Florida municipality in 1935 and its Charter was adopted in 1945; and

**WHEREAS**, the Town's founder, Charles E. Redington, his wife Hazel, and their five children wintered in the area in the 1920s from their home in Tucer, Indiana; and

**WHEREAS**, the Redingtons eventually moved to the area in 1925, and in 1935 were the first to construct a private home in the Town; and

**WHEREAS**, the Town has, since its inception, been a primarily residential community of approximately 1 square mile in size, consisting of beachfront single-family dwellings and, in more recent times condominiums, located on the beautiful Gulf of Mexico, with public beach-access ramps for persons to gain easy access to the Town's beaches; and

**WHEREAS**, historical records, photographic evidence, and testimony of citizens of the Town, confirm the public at large, including residents of and visitors to the Town, have utilized the dry sand areas of all of the beaches in the Town for recreational purposes since well before 1970 and indeed since time immemorial; and

**WHEREAS**, Article X, § 11 of the Florida Constitution provides that the state holds the land

seaward of the mean high-water line in trust for the people, and the public has a right of access along Florida's beaches and shorelines below the mean high-water line; and

**WHEREAS**, Florida Statutes §187.201(8)(b)(2) requires the state to ensure "the public's right to reasonable access to beaches"; and

**WHEREAS**, Under Florida's Beach and Shore Preservation Act, when public money is used to fund the expansion of a beach, the added sand becomes property of the state, free for public use. Beach and Shore Preservation Act, Florida Statutes § 161.011, et seq.; and

**WHEREAS**, the Town has long sought to safeguard the customary use of its beaches at the local law level, having adopted § 4-3 (animals prohibited at beaches) § 4-9 (sea turtles), § 6-134 (beach access and construction) § 13-4 (Beach Park rules), § 15-57 (adoption of state beach and shore regulations), and § 21-2 (operation of vehicles on beaches) of the Town Code, all aimed at affording a balance of acceptable use between owners of private properties along the beaches and beach visitors and all in effect prior to January 1, 2016; and

**WHEREAS**, Chapter Law 2018-94 created Florida Statutes § 163.035, creating a regulatory scheme for local governmental establishment of recreational customary use ordinances; and

**WHEREAS**, this new law creates significant new and costly procedural requirements for the adoption of any new customary use ordinances after July 1<sup>st</sup> 2018; and

**WHEREAS**, this new law is not applicable to ordinances in existence prior to January 1<sup>st</sup> 2016 and allows local governments to raise customary use as an affirmative defense in proceedings challenging any beach regulation ordinance adopted prior to July 1<sup>st</sup> 2018; and

**WHEREAS**, the recreational use of the dry sand areas of all of the beaches in the Town is a treasured asset of the Town which is utilized by the public at large, including residents and visitors to the Town; and

**WHEREAS**, the use of the dry sand areas of all of the beaches in the Town are a vital economic asset to the Town, Pinellas County, and the State of Florida; and

**WHEREAS**, the use of the dry sand areas of the Town's beaches has been ancient, exercised without interruption, peaceable and free from dispute, reasonable, certain, obligatory, and consistent with other customs or other law; and

**WHEREAS**, the Florida Supreme Court, in *City of Daytona Beach v. Tona-Rama, Inc.*, 294 So. 2d 73, 75 (Fla. 1974), expressly recognized the doctrine of customary use in the state of Florida; and

**WHEREAS**, the federal district court for the Northern District of Florida, in *Alford v. Walton County*, 2017 WL 8785115, (N.D. Fla. November 22, 2017), the most recent case to consider a Florida local government's authority to maintain customary use ordinances, confirmed that such ordinances were within the right of local governments to adopt and maintain; and

**WHEREAS**, in light of this long and continuous use, the Board of Commissioners finds that the doctrine of customary use has applied to all of the beaches in the Town since even before the Town's founding; and

**WHEREAS**, the Town desires to ensure that the public's long-standing customary use of the dry sand areas of all of the beaches in the Town for recreational purposes is protected; and

**WHEREAS**, the Town recognizes, acknowledges, and protects the rights of private property owners to enjoy and utilize their property; and

**WHEREAS**, the buffer zone set forth in this Ordinance is not intended to constitute an abandonment of the public's right, based upon its long-standing customary use, to utilize the dry sand areas of the Town's beaches for recreational purposes in such buffer zone, but rather is provided voluntarily and solely as an accommodation to the private property rights of those individuals who own property on which a portion of the dry sand areas of the beach is located; and

**WHEREAS**, the owners of property that contains a portion of the dry sand areas of the Town's beaches may, under the Town's pre-existing customary use rules and under this Ordinance, still make any use of their property which is consistent with such customary public uses and not calculated to interfere with such uses; and

**WHEREAS**, while the Town's Board of Commissioners finds that its current ordinances provide an effective protection of the customary use of the Town's beaches by residents and visitors, it also finds that it is in the best interests of the Town, its residents and visitors, to further bolster and clarify this pre-existing regulatory scheme by the adoption of this Ordinance.

**NOW, THEREFORE BE IT ORDAINED** by the Board of Commissioners of the Town of Redington Beach, Florida, that:

**Section 1.** A new Article III of Chapter 13 (Parks and Recreation) of the Redington Beach Town Code, entitled Beaches, and initially consisting of § 13-30, is hereby created as follows:

#### ARTICLE III. – BEACHES

##### Sec. 13-30. – Customary use of dry sand beach.

(a) The public's long-standing customary use of the dry sand areas of all of the beaches in the town for recreational purposes is hereby recognized and protected. Except as stated in subsection (c) below, no individual, group, or entity shall impede or interfere with the right of the public at large, including the residents of and visitors to the town, to utilize the dry sand areas of the beach that are owned by private entities for the uses as described in subsection (d).

(b) The dry sand area of the beach is defined as the zone of unconsolidated material that extends landward from the mean high-water line to the place where there is marked change in material or physiographic

form, or to the line of permanent vegetation, usually the effective limit of storm waves, whichever is more seaward.

(c) Members of the public at large shall not utilize a fifteen (15) foot buffer zone located seaward from the toe of the dune or from any privately-owned permanent habitable structure that is located on, or adjacent to, the dry sand areas of the beach, whichever is more seaward, except as is necessary to utilize an existing or future public beach access point for ingress and egress to the beach. The foregoing buffer zone requirement shall not apply to emergency service workers, including police, fire and paramedic personnel, nor to other governmental personnel exercising lawful duties, nor to persons invited or authorized to be within the zone by the private land owner.

(d) The following are the sole uses permitted for members of the public on the dry sand areas of the beach that are owned by private entities:

- (1) traversing the beach;
- (2) sitting on the sand, in a beach chair, or on a beach towel or blanket;
- (3) using a beach umbrella that is seven (7) feet or less in diameter;
- (4) sunbathing;
- (5) picnicking;
- (6) fishing;
- (7) swimming or surfing off the beach;
- (8) placement of surfing or fishing equipment for personal use; and
- (9) building sand creations unless prohibited by § 4-9 of this code concerning sea turtles.

(e) The following are specifically prohibited for members of the public on the dry sand areas of the beach that are owned by private entities: use of tobacco; possession of animals; erection or use of tents.

(f) Activities on the beach are governed by § 4-9 (sea turtles), § 6-134 (beach access and construction) § 13-4 (Beach Park rules), and § 15-57 (adoption of state beach and shore regulations) of this code, and such other regulations as are now or may in the future be included in this article. Violations of this article are punishable as provided by § 1-14 of this code.

**Section 2.** Section 4-3 of the Redington Beach Town Code is hereby relocated to Article III of Chapter 13 and renumbered as follows:

**Sec. 4-3 13-31. - Animals prohibited at beaches, parks and recreation areas.**

(a) It is unlawful for any person to bring or have or ride or allow on any beach or in the water adjacent thereto any animal.

(b) It shall be unlawful for any person to bring or have or ride or allow on municipally owned parks or recreation areas any animal. The town shall post notice of the restriction in this section at the entranceway of each municipal park or recreation area, and, if there is no designated entranceway, at any other location convenient to public observation.

**Section 3.** Section 21-2 of the Redington Beach Town Code is hereby relocated to Article III of Chapter 13 and renumbered as follows:

**Sec. ~~21-2~~ 13-32. - Operation of vehicles on beaches.**

(a) It is unlawful for any person directly or indirectly to use or operate or to allow another to use or operate upon, on or along the gulf beach, or upon any beach or shoreline or waters adjacent thereto, within the town limits, any motor vehicle, unless application in writing showing reasonable necessity therefor shall first have been made to the board of commissioners and a special written approval is obtained from the town.

(b) The following shall be excepted from the provisions of this section:

(1) Municipal vehicles or equipment, any vehicle in such area for an emergency purpose for the public safety or general welfare, or any vehicle or equipment authorized by the town to be in such area for a public purpose.

(2) Mechanical equipment necessary and temporarily being used in such area for authorized improvements upon private or public property, for the construction of which improvements a permit has been applied for and granted by the town in the manner required by this Code and other ordinances of the town.

**Section 4.** For purposes of codification of any existing section of the Redington Beach Code herein amended, words underlined represent additions to original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

**Section 5.** If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this

Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

**Section 6.** The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Sections 1 through 3 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

**Section 7.** This Ordinance shall become effective immediately upon final passage and adoption.

**PASSED AND ADOPTED** by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this Day of 2018.

**ATTEST:**

\_\_\_\_\_  
**Missy Clarke, CMC Town Clerk**

\_\_\_\_\_  
**Nick Simons, Mayor**

|                                  | Motion | Seconded | Aye | Nay | Absent |
|----------------------------------|--------|----------|-----|-----|--------|
| <b>Commissioner Kornijtschuk</b> |        |          |     |     |        |
| <b>Commissioner Dorgan</b>       |        |          |     |     |        |
| <b>Commissioner Steiermann</b>   |        |          |     |     |        |
| <b>Vice Mayor Will</b>           |        |          |     |     |        |
| <b>Mayor Simons</b>              |        |          |     |     |        |

# **TOWN OF REDINGTON BEACH**

## **Resolution 2018-05**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, ENTERING INTO AN AGREEMENT FOR LAW ENFORCEMENT SERVICES, WITH BOB GULTIERI, 'SHERIFF' PINELLAS COUNTY AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Redington Beach is in need of law enforcement services for fiscal year 2018-2019 and

**WHEREAS**, Bob Gualtieri, Sheriff, Pinellas County has submitted a proposal to perform the services for the Town of Redington Beach; at a cost not to exceed \$254,844.00; and

**WHEREAS**, the Board of Commissioners of the Town of Redington Beach has met and reviewed the proposal;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA AS FOLLOWS:**

**Section 1: The Board of Commissioners to accept Pinellas County Sheriff Bob Gualtieri, agreement for year commencing October 1, 2018 through September 30, 2019.**

**Section 2: The terms of the agreement will stand not to exceed annual contract total of \$254,844.00 to be paid monthly: 12 months at \$21,237.00.**

**Section 3: Action taken by the Board of Commissioners in Regular session on June 6, 2018.**

**Section 4: This resolution shall become effective upon Board of Commissioners adoption.**

**PASSED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF REDINGTON BEACH, FLORIDA, IN REGULATION SESSION THIS 6<sup>th</sup> Day of June, 2018**

Attest:

By: \_\_\_\_\_  
Missy Clarke, CMC, Town Clerk

By: \_\_\_\_\_  
Nick Simons, Mayor

|                           | Motion | Second | Aye | Nay | Absent |
|---------------------------|--------|--------|-----|-----|--------|
| Commissioner Dorgan       |        |        |     |     |        |
| Commissioner Kornijtschuk |        |        |     |     |        |
| Commissioner Steiermann   |        |        |     |     |        |
| Vice Mayor Will           |        |        |     |     |        |
| Mayor Simons              |        |        |     |     |        |

## CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the TOWN OF REDINGTON BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN", and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, hereinafter referred to as "SHERIFF".

### WITNESSETH:

WHEREAS, the TOWN is a municipality within the boundaries of Pinellas County, Florida, and wishes to purchase municipal law enforcement services and codes enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the SHERIFF prior to the execution of this Agreement; and

WHEREAS, the TOWN is desirous of providing a high level of competent enforcement services in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN has requested that the SHERIFF furnish law enforcement protection and codes enforcement service to its inhabitants and citizens; and

WHEREAS, the TOWN desires that the SHERIFF furnish law enforcement protection on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the TOWN; and

WHEREAS, the TOWN desires that the SHERIFF furnish codes enforcement service on an as-needed basis; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the TOWN desires to retain its ability to determine whether law enforcement and/or codes enforcement services shall be provided by a Town police department, by contract with another law enforcement agency or otherwise; and

WHEREAS, the SHERIFF is an independent constitutional officer of the State of Florida; and

WHEREAS, it is further the desire of the TOWN that the full, complete and entire responsibility for law enforcement within the TOWN be turned over to and be performed by the SHERIFF;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. That the recitations set forth above are incorporated herein by reference in their entirety.

2. **LEGAL AUTHORITY.** This Agreement is entered into pursuant to the provisions of Section 163.01, F.S. the "Florida Interlocal Cooperation Act of 1969". The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of law enforcement services for certain designated law enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to

the provisions of Section 163.01(14), F.S. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

3. PURPOSE: The purpose of this Agreement shall be to provide the citizens of the TOWN with high quality law enforcement and codes services by the Sheriff's Office.

It is expressly acknowledged and agreed that all services provided by the SHERIFF under the terms of this Agreement are completely paid for by the consideration paid by the TOWN under the terms of this Agreement and are completely separate and in addition to any and all ad valorem taxes or any other revenues paid by or received on behalf of the citizens of the TOWN to Pinellas County. In light thereof, the SHERIFF shall continue to have the obligation to continue to provide normal services to the same degree that such services are provided to the rest of Pinellas County, and the TOWN is not to be charged extra for these normal services.

4. The SHERIFF OF PINELLAS COUNTY hereby agrees to provide all necessary and appropriate law enforcement services in and for the TOWN OF REDINGTON BEACH by providing one (1) deputy with patrol automobile for twenty-four (24) consecutive hours each day to serve as law enforcement officer to be shared by the TOWN and NORTH REDINGTON BEACH. Said deputy shall be provided to the TOWNS on the basis of one (1) deputy per shift, twenty-four (24) hours per day, seven (7) days per week. It is the obligation of the SHERIFF to insure that a deputy is present

within the Town limits of the TOWNS OF NORTH REDINGTON BEACH or REDINGTON BEACH at all such times except under emergency circumstances when backup assistance may be required from other Sheriff's deputies or municipal law enforcement officers.

The SHERIFF agrees to have a 4-wheel drive vehicle available to the assigned deputies to ensure routine patrolling of the TOWN's beach area. The SHERIFF agrees to make every effort to ensure deputies assigned to the TOWN are radar certified; however, due to the SHERIFF's method of assignment of personnel, if a deputy not radar certified is assigned, efforts will be made to facilitate the deputy's certification as a radar operator. The SHERIFF shall make all services of the Sheriff's Office available to the TOWN including, but not limited to, Marine Patrol, K-9 services, helicopter patrol, and crime watch assistance.

5. In addition to the services described above in Paragraph 4, the SHERIFF will also provide one (1) part-time Community Policing Deputy/Codes Enforcement, who shall be provided on an as needed basis, estimated at ten (10) hours per week, with fewer or additional hours weekly as needed. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the Mayor. The community policing deputy will investigate and take enforcement actions for violations of the TOWN'S Code of Ordinances, will track and prepare statistical reports for the TOWN concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve codes violation related issues. The community policing deputy will in conjunction with the TOWN'S attorney, prepare and present code violation cases before

the TOWN'S Magistrate as necessary, and in conjunction with the TOWN'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

The TOWN agrees it will provide at its expense the necessary codes enforcement training, the assistance of the TOWN'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

6. POWER OF TOWN TO DIRECT SERVICES. The SHERIFF shall confer with the Mayor and the Town Commission and/or Town Clerk regarding law enforcement problems within the TOWN and shall accept from the Town Commission general policy direction on how law enforcement services are delivered and to what portion of the municipality a particular type or level of service should be delivered to counteract law enforcement problems within the TOWN. The SHERIFF shall comply with the request of the TOWN regarding such matters unless such decision will represent a danger to the deputies providing such service or to other members of the Sheriff's Office, will be violative of the law, good law enforcement practices, the rules and regulations of the Pinellas County Sheriff's Office, or detrimental to the citizens of the TOWN or the County. In the event that such concern arises, the SHERIFF will meet and confer with the Mayor and the designated Town Commissioner, as is appropriate, on policy matters regarding the delivery of services and attempt to resolve any dispute or misunderstanding between them.

7. NO PLEDGE OF AD VALOREM TAXES. The Parties agree that this Agreement does not constitute a general indebtedness of the TOWN within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF shall not have the right to require or compel the exercise of ad valorem taxing power of the TOWN or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the TOWN, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the TOWN.

8. AUTHORITY TO ACT. The TOWN does hereby vest in each sworn law enforcement officer of the SHERIFF, who from time to time may be assigned to the TOWN, to the extent allowed by law, the law enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Each sworn law enforcement officer of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be a sworn law enforcement officer of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Agreement. Accordingly, such

sworn law enforcement officers of the SHERIFF are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

9. INDEMNIFICATION OF TOWN. The SHERIFF will defend and pay any cost of litigation including attorney's fees or judgment against the TOWN, its agents or employees, arising out of the acts or omissions of deputy sheriffs, his law enforcement personnel, or other members of the Sheriff's Office performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits or claims and pay judgments or settlements in accordance with law.

Nothing contained herein shall be construed to limit or modify the provisions of Florida Statutes 768.28 as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF and the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

10. INDEPENDENT CONTRACTOR. The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his sworn officers.

11. SOVEREIGN IMMUNITY. The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under

the Constitution and statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to provide law enforcement services by contract is an exercise of the legislative planning function of the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the members of the SHERIFF or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

12. PROVISION OF SERVICES. The SHERIFF shall provide each deputy who provides service under this Agreement with a patrol automobile and all other necessary or appropriate equipment, and deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or North District Station, except as otherwise provided in Paragraph 5 above. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining, and repairing equipment provided by the SHERIFF used under this Agreement shall be borne by the SHERIFF.

13. PERSONNEL. The SHERIFF shall be responsible for the appointing, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. The parties shall mutually cooperate to carry out the terms and condition of this Agreement. Should the TOWN or its designee believe that any deputy assigned to the TOWN pursuant to the terms of this Agreement is failing to perform in a satisfactory manner, the TOWN or its designee shall notify the Commander of the Patrol Operations Bureau of the Pinellas County Sheriff's Office. The parties shall work together to reach a mutually satisfactory resolution of the matter.

However, it is understood that under this Agreement, the SHERIFF shall retain the sole authority to transfer, counsel, or discipline any deputy or other member of the Pinellas County Sheriff's Office.

14. ENFORCEMENT OF LAWS. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable with the TOWN and the ordinances of the TOWN. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances. The SHERIFF shall ensure that deputies assigned to the TOWN will have a general familiarity with the code of ordinances of the TOWN. The TOWN will provide adequate copies of its ordinances for this purpose at no cost to the SHERIFF.

15. FINES AND FORFEITURES. All fines and forfeitures rendered in any Court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the Court.

16. RECORDS. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the TOWN. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and all other information as required by law. A computer printout reflecting a summary of overall activity by event type shall be furnished to the TOWN each month. Upon request by the TOWN, the SHERIFF agrees to provide additional statistical reports which are normally available from the SHERIFF's records.

17. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

A. SHERIFF OF PINELLAS COUNTY: Bob Gualtieri, Sheriff, P.O.  
Drawer 2500, Largo, FL 33779-2500

B. Town of Redington Beach: Attention: Mayor, 105 - 164 Avenue,  
Redington Beach, FL 33708

18. TERM. This Agreement shall take effect on October 1, 2018, and continue in effect thereafter through September 30, 2019, unless hereafter extended upon such terms and conditions as the parties hereto may later agree.

Either party may terminate this Agreement without cause or further liability to the other party, except as to the indemnification provided herein, upon written notice given not less than one hundred and eighty (180) days prior to the requested termination date. Said notice will be deemed delivered when a copy is delivered to the other party and a receipt therefore signed by the other party.

The parties agree that where the Agreement is not terminated as provided for herein, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2019, in the event a replacement contract has not yet been completely executed. The TOWN shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2019, to the approval and execution of the replacement contract, and shall be paid by the TOWN to the SHERIFF immediately for the services already provided.

19. CONTRACT COSTS. With the exception of the service provided by the Community Policing Deputy/Codes Enforcement, the TOWN shall pay to the SHERIFF

as payment in full for all of the services herein agreed to be performed by SHERIFF, the sum of TWO HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS AND NO CENTS (\$254,844.00). Payment shall be made in monthly installments of TWENTY-ONE THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS (\$21,237.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2018.

The SHERIFF shall invoice the TOWN monthly for the services of the Community Policing Deputy/Codes Enforcement based upon the actual number of hours worked at a rate of FORTY-FIVE DOLLARS AND THIRTEEN CENTS (\$45.13) per hour, which shall be due upon receipt.

The annual sum referenced above and the monthly amount for codes enforcement services represent one hundred percent (100%) of the total cost of the contract with the TOWN OF REDINGTON BEACH. (See Attachment 1.)

20. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against either of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

21. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

22. NON-ASSIGNABILITY. The SHERIFF shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the TOWN, which consent must have been agreed to by the TOWN at a public meeting and which consent may be withheld within the sole discretion of the TOWN.

23. LIAISON. A close liaison shall be maintained between the TOWN and the SHERIFF. The SHERIFF agrees to make available to the TOWN a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the TOWN and the SHERIFF. The designated Commissioner, the Mayor and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The SHERIFF, or his designee, shall upon request of the Town Commission, be present at Town Commission meetings for discussion of the provision of law enforcement services within the TOWN, for budget preparation purpose, or for any other purpose as the Town Commission shall request from time to time. The SHERIFF, or his designee, shall be responsible for submitting appropriate staffing or information to the Town Commission as is necessary for it to conduct its legislative business. Any request for the presence of the SHERIFF or his designee, or for the production of any information or staffing, shall be communicated solely through the Mayor.

24. SUBSTATION LOCATION. The TOWN will provide to the SHERIFF an office space, the location and size of which is to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the TOWN to have office space

available for their needs for the purpose of meeting with citizens or other law and codes enforcement purposes.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

TOWN OF REDINGTON BEACH

\_\_\_\_\_  
TOWN CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

(TOWN SEAL)

SHERIFF, PINELLAS COUNTY,  
FLORIDA

BY \_\_\_\_\_  
BOB GUALTIERI, Sheriff

**Town of Redington Beach  
Cost of Law Enforcement Services  
Worksheet - FY 19**

***transitioned from 8 to 12 hr shifts eff 2/1/17***